under a long lease authorized by the state, and that the discrimination was practised by the lessee alone. *Held*, that the plaintiff cannot recover. *Moser* v. *Philadelphia, H. & P. R. Co.*, 82 Atl. 362 (Pa.). See NOTES, p. 726.

RESTRAINT OF TRADE — SHERMAN ANTI-TRUST LAW — REGULATION OF MONOPOLY. — The defendant Terminal Railroad Association of St. Louis, owned by eight of twenty-four competing railroads, was a combination of independent terminal systems. By reason of topographical conditions, complete control over all possible terminal facilities was obtained. The terminal company consistently made arbitrary charges. The United States brought a bill in equity to enforce the provisions of the Sherman Act. *Held*, that the terminal association be not dissolved, if, (1) it admit any existing or future railroad to joint ownership and control, (2) provide for use of the terminal facilities on reasonable terms to railroads, and (3) cease its practices of arbitrary charges. *United States* v. *Terminal R. Association of St. Louis*, 32 Sup. Ct. 507. See NOTES, p. 717.

RULE AGAINST PERPETUITIES — TIME OF VESTING TOO REMOTE: WHETHER VESTING WILL BE ACCELERATED. — A testator left the residue of his estate to trustees, the same to vest in his grandchildren when the youngest of his living or after-born grandchildren arrived at the age of forty. An after-born grandchild was the youngest, and arrived at the age of twenty-one. The testator's children were still living. *Held*, that the grandchildren are not yet entitled to the estate. *Barker* v. *Eastman*, 82 Atl. 166 (N. H.).

This case is the result of a former decision under the same will. *Edgerly* v. *Barker*, 66 N. H. 434, 31 Atl. 900. It was there decided that this limitation to the grandchildren was not void, and the court expressed the opinion that the property would vest in the grandchildren when the youngest arrived at twenty-one, which would be at a period not too remote. See *Edgerly* v. *Barker*, 66 N. H. 434, 475, 31 Atl. 900, 916. Though this event has happened, yet the court in the principal case states that the property will not vest until the youngest grandchild attains forty, or the children of the testator die, whichever event happens first. No other court has followed the New Hampshire rule as to remoteness. *Cf. Hussey* v. *Sargent*, 116 Ky. 53, 75 S. W. 211. See 9 HARV. L. REV. 242.

SALES — CONDITIONAL SALES — EFFECT ON SELLER'S TITLE OF TRANSFER OF NOTES GIVEN FOR PRICE. — A seller sold an automobile on condition that title should remain in him until the promissory notes given for the price should be paid. The seller transferred the notes to the plaintiff, who, on the notes not being paid, sued in replevin for the automobile. *Held*, that the plaintiff can recover. *Zederman* v. *Thomson*, 121 Pac. 609 (N. M.).

For a discussion of the principles involved, see 25 HARV. L. REV. 462.

SPECIFIC PERFORMANCE — PARTIAL PERFORMANCE WITH COMPENSATION — REFUSAL OF WIFE TO RELEASE INCHOATE RIGHT OF DOWER. — In a suit for specific performance, the plaintiff joined the defendant's wife who was not a party to the contract. *Held*, that she is a proper party, for if she refuses to release dower and the plaintiff elects to accept partial performance with compensation, her inchoate right of dower must be valued and deducted from the purchase price. *O'Malley* v. *Miller*, 134 N. W. 840 (Wis.). See NOTES, p. 731.

TRADE UNIONS — INDUCING WORKMEN TO LEAVE OTHERWISE THAN BY STRIKE — PAYMENT OF MONEY TO NON-UNION EMPLOYEES. — The officials of a labor union ordered a strike to force the employer to recognize the union. Members of the union paid non-union employees bonuses to induce them to

leave the employment. *Held*, that the employer is entitled to an injunction. *Tunstall* v. *Stearns Coal Co.*, 192 Fed. 808 (C. C. A., Sixth Circ.).

For a discussion of the principles involved, see 20 HARV. L. REV. 267, 444; 21 HARV. L. REV. 635; 22 HARV. L. REV. 234.

TRUSTS — FOLLOWING TRUST PROPERTY — CESTUI'S RIGHTS WHEN TRUSTEE BUYS PROPERTY PARTLY WITH TRUST FUNDS. — The plaintiff gave her husband money to be used in part payment of the purchase price of land, there being an agreement that title was to be taken in the plaintiff. The husband took the title in his own name and incurred debts after the purchase. *Held*, that the plaintiff is not entitled to payment out of the proceeds of the land as against her husband's creditors. *Miller* v. *McLin*, 143 S. W. 1008 (Ky.).

Where a wife provides the entire purchase price of land to which her husband takes title, he holds it in trust for her. *Wright* v. *Wright*, 242 Ill. 71, 89 N. E. 789. When trust funds are mixed with the trustee's own money, and invested in a *res*, the decisions vary regarding the *cestui's* rights. The prevailing view is that there is, as against general creditors, a trust of an undivided share in the proportion in which the trust money contributed to the purchase. *Faylor* v. *Faylor*, 136 Cal. 92, 68 Pac. 482; *Mayer* v. *Kane*, 69 N. J. Eq. 733, 61 Atl. 374. Some states allow this only when the *cestui* stipulated for a distinct interest in the *res*. *Leary* v. *Corvin*, 181 N. Y. 222, 73 N. E. 984; *McGowan* v. *McGowan*, 14 Gray (Mass.) 119. The cases are numerous to the effect that when the mixed fund is deposited in a bank to the trustee's account, the *cestui* has an equitable charge on the *res* before the general creditors receive anything. *In re Hallett's Estate*, 13 Ch. D. 696; *National Bank* v. *Insurance Co.*, 104 U. S. 54; *City of Lincoln* v. *Morrison*, 64 Neb. 822, 90 N. W. 905. This view has been reached in some states only when the trust property can be traced into some specific *res*. *Lowe* v. *Jones*, 192 Mass. 94, 78 N. E. 402. But since the trustee should not be allowed to make any profit from manipulating the trust money, on principle it seems that the *cestui* should have the option of a charge, or a trust of a proportionate part of the *res*. This view has some authority. *Greene* v. *Haskell*, 5 R. I. 447; *Bitzer* v. *Bobo*, 39 Minn. 18, 38 N. W. 609. *Cf. Crawford* v. *Jones*, 163 Mo. 577, 63 S. W. 838. See 2 HARV. L. REV. 28; 19 HARV. L. REV. 511. The cases make no distinction between subsequent and prior creditors, such as is relied on in the principal case to vary the general rule.

VENDOR AND PURCHASER — REMEDIES OF VENDOR — ENFORCEABILITY OF IMPLIED LIEN WHEN STATUTE OF LIMITATIONS BARS DEBT. — A. conveyed land to B., taking a note for the price. The note remaining unpaid, A.'s representative instituted suit to enforce a vendor's implied lien. The Statute of Limitations had run on the note. *Held*, that the lien may not be enforced. *Shaylor* v. *Cloud*, 57 So. 666 (Fla.).

A vendor of real estate who conveys without stipulating for security has usually an implied equitable lien on the property conveyed to secure the purchase price. *Mackreth* v. *Symmons*, 15 Ves. Jr. 329; *Acton* v. *Waddington*, 46 N. J. Eq. 16, 18 Atl. 356. *Contra*, *Ahrend* v. *Odiorne*, 118 Mass. 261. It may be enforced at any time when an action might be brought on the debt. *Graves* v. *Coutant*, 31 N. J. Eq. 763. Even if the debt is barred by some technical defense, as infancy or coverture, the lien is good. *Crampton* v. *Prince*, 83 Ala. 246, 3 So. 519. *Cf. Smith* v. *Henkel*, 81 Va. 524. See 2 WARVELLE, VENDORS, 2 ed., § 706. It has been held that the same is true of the Statute of Limitations, on the ground that the statute only bars the legal remedy and that the principle that a lien subsists after the debt is barred applies here. *Hood* v. *Hammond*, 128 Ala. 569, 30 So. 540; *Baltimore & Ohio R. Co.* v. *Trimble*, 51 Md. 99. Other courts argue that since the lien is but an incident of the debt